

STRATEGIC AGREEMENT

Number _____

This Strategic Agreement (hereinafter, Agreement) is executed by and between Morrison Knudsen Government Services (hereinafter, MKGS) and (Seller) (hereinafter, "Seller"), a (State) corporation/company, with offices at (City), (State).

The parties agree as follows:

ARTICLE 1 - SCOPE OF WORK

Seller shall (i) provide the products and services listed in Attachment A, (ii) to MKGS and the participating companies named in Attachment B (hereinafter, the "MKGS Companies"), (iii) at the prices listed in Attachment C, (iv) subject to rights and obligations of the parties under both the remaining articles of this Agreement and the General Terms and Conditions at Attachment D, (v) as such products and services may be ordered by the MKGS Companies, (vi) the Seller's obligation to each Company shall become effective upon acceptance of particular Orders issued under this Agreement. Attachments A, B, C, and D are incorporated herein and made a part hereof.

ARTICLE 2 - ORDERING

The MKGS Companies may place orders under this Agreement; however, neither MKGS nor the MKGS Companies are under any obligation to place any orders under this Agreement. This Agreement is not a requirements contract and provides for no minimum or maximum quantities to be ordered. Each MKGS Company which places an order hereunder shall be direct-billed to its specific address as listed at Attachment B.

All Orders placed hereunder shall reference the above-noted Agreement number and an Order number to be identified by the MKGS Company.

ARTICLE 3 - DELIVERY/PAYMENT

The products and services specified in Article 1 and ordered under Article 2 shall be delivered and paid for as follows:

F.O.B. Point: _____

Payment Terms: _____

Delivery location and schedule shall be negotiated for each Order under this Agreement.

This Article is supplemented by the General Terms and Conditions Articles entitled "Transportation" and "Payment".

ARTICLE 4 - FIXED PRICES

The MKGS Companies shall be entitled to purchase the products and services listed in Attachment A at the fixed prices identified in Attachment C. The prices identified in Attachment C are firm for the effective period of this Agreement as identified in Article 7, Term.

ARTICLE 5 - COMPANY-SPECIFIC TERMS AND CONDITIONS

The Seller acknowledges that individual MKGS Companies may have requirements unique to its site, mission, and/or geographic location. Therefore, the Seller agrees that the MKGS Company placing an Order under this

Agreement reserves the right to incorporate its own Company-Specific Terms & Conditions relative to, among other matters, (i) national and Company security; (ii) environmental, safety and health and (iii) the requirements of U.S. agency procurement regulations (e.g., FAR, DFARS, DEAR) and any laws which they may implement. Should the inclusion of any such Company-specific provisions result in increased costs to Seller, the Seller and the involved MKGS Company may negotiate a pricing premium in addition to the Attachment C pricing.

ARTICLE 6 - ADMINISTRATIVE

MKGS Administrator:

Name
Address
City, State Zip
Phone: number
Fax: number
e-mail:

Seller's Representative:

Name
Address
City, State, Zip
Phone: number
Fax: number
e-mail:

ARTICLE 7 - TERM

The term of this Agreement is for _____ years beginning on the date of the last signature hereto.

ARTICLE 8 - ENTIRETY

This Agreement shall not be amended, modified, or extended, nor shall any waiver of any right hereunder be effective unless set forth in a document executed by duly authorized representatives of both parties. The waiver of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition for any subsequent breach of the same.

This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any and all previous understandings, commitments, or agreements, oral or written, related to the purchase and delivery of the products and services governed by this Agreement

If any part, term or provision of this Agreement shall be held to be void, illegal, unenforceable, or in conflict with any law of any federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining provisions shall not be affected thereby.

ARTICLE 9 – CANCELLATION

This Agreement may be cancelled by either MKGS or Seller at any time for any reason upon 90 days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the date of last signature hereto.

Morrison Knudsen Government Services

Seller

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Remarks: